

The purpose of this amendment is to amend solicitation DE-SOL-0007016 as described below and incorporated in the conformed copy of the solicitation. All other sections of the Final RFP remain unchanged.

Amendment 001 to DE-SOL-0007016			
Number	RFP Section Reference	Change From	Change To
1.	Section A. Form SF33	Current Form	Replaced form to correct Boxes 9 and 12.
2.	Section B.8 Conditional Payment of Fee	Based on the importance DOE places on the Contractor's or Contractor employees' compliance with the terms and conditions of this Contract relating to environment, safety and health (ES&H) (which includes worker safety and health and performance under an approved Integrated Safety Management System (ISMS)) and the safeguarding of restricted data and other classified information, fee determinations are subject to unilateral reductions. See Section I clause DEAR 952.223-76 Conditional Payment of Fee or Profit – Safeguarding Restricted Data and Other Classified Information and Protection of Worker Safety and Health.	Based on the importance DOE places on the Contractor's or Contractor employees' compliance with the terms and conditions of this Contract relating to environment, safety and health (ES&H) (which includes worker safety and health and performance under an approved Integrated Safety Management System (ISMS)) and the safeguarding of restricted data and other classified information, fee determinations are subject to unilateral reductions. See Section I clause <u>DEAR 952.223-77 Conditional Payment of Fee or Profit –Protection of Worker Safety and Health.</u>
3.	Section B.9 Small Business Subcontracting Fee Reduction	For the purpose of implementing this Clause, the percentage goals established in Section J Attachment entitled, Small Business Subcontracting Plan, will remain in effect for the duration of the Contract:	For the purpose of implementing this Clause, the percentage goals established in Section J Attachment entitled, Small Business Subcontracting Plan, <u>consistent with Section H.35, DOE-H-2050 INCORPORATION OF SMALL BUSINESS SUBCONTRACTING PLAN – ALTERNATE 1 (OCT 2014)</u>
4.	B.10 Fee Reductions (11)	(11) Section I Clause entitled, DEAR 952.223-76 Conditional Payment of Fee or Profit – Safeguarding Restricted Data and Other Classified Information and Protection of Worker Safety and Health.	(11) Section I Clause entitled, <u>DEAR 952.223-77 Conditional Payment of Fee or Profit –Protection of Worker Safety and Health.</u>

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5.	C.4.7	C.4.7 The Contractor shall retrieve cylinders from the yards and transport them to the conversion facility, per the requirements of Section C.7, Cylinder Management. (WBS elements PA/PO1000)	C.4.7 The Contractor shall retrieve cylinders from the yards and transport them to the conversion facility, per the requirements of Section C.7, Cylinder Management. <u>(WBS elements PA/PO1000 – non-labor only)</u>
6.	C.4.8	C.4.8 The Contractor shall be responsible for the sale of AqHF product as a sales agent for the Government, according to the requirements of Section H.1, Sales of Conversion Products and Excess Uranium Inventory. The Contractor shall not engage in the sale of other conversion products unless directed by the CO. (WBS elements PA/PO1000)	C.4.8 The Contractor shall be responsible for the sale of AqHF product as a sales agent for the Government, according to the requirements of Section H.1, Sales of Conversion Products and Excess Uranium Inventory. The Contractor shall not engage in the sale of other conversion products unless directed by the CO. <u>(WBS elements PA/PO2200)</u>
7.	C.4.9	C.4.9 All waste shall be processed, packaged, and certified to meet the waste acceptance criteria (WAC) at the federal disposal facility or at another licensed low-level waste (LLW) repository. If the federal disposal facility is chosen by the Department for all or a portion of the material, the Contractor shall transport the material to that site and transfer the material, certified for disposal, to the operating contractor of the federal disposal facility. If another licensed LLW repository is chosen for all or a portion of the material, the Contractor shall be responsible for disposition actions. Disposal of wastes shall be performed in accordance with applicable local, state, and federal regulations. (WBS elements PA/PO1000)	C.4.9 All waste shall be processed, packaged, and certified to meet the waste acceptance criteria (WAC) at the federal disposal facility or at another licensed low-level waste (LLW) repository. If the federal disposal facility is chosen by the Department for all or a portion of the material, the Contractor shall transport the material to that site and transfer the material, certified for disposal, to the operating contractor of the federal disposal facility. If another licensed LLW repository is chosen for all or a portion of the material, the Contractor shall be responsible for disposition actions. Disposal of wastes shall be performed in accordance with applicable local, state, and federal regulations. <u>(WBS elements PA/PO2200)</u>
8.	C.6.4, first paragraph	The Contractor shall be fully responsible for radiation protection of workers, the public and the environment,	The Contractor shall be fully responsible for radiation protection of workers, the public and the environment,

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		and shall review, revise as necessary and submit any revisions for DOE approval, and (once approved) execute an approved Radiation Protection Program (RPP) (see Attachment J-8, List of Deliverables)] in accordance with 10 CFR 835 “Occupational Radiation Protection” and DOE Order 458.1, “Radiation Protection of the Public and the Environment”. The Contractor shall submit the RPP to the CO for review and approval within <u>60 days</u> of NTP. In addition, if significant changes are proposed to the RPP, the Contractor shall submit the proposed changes to the CO for review and approval at least 90 days prior to implementing the changes. Following initial approval of the RPP, the Contractor shall update the RPP on an annual basis and as otherwise needed, and submit any updates for CO approval.	and shall review, revise as necessary and submit any revisions for DOE approval, and (once approved) execute an approved Radiation Protection Program (RPP) (see Attachment J-8, List of Deliverables)] in accordance with 10 CFR 835 “Occupational Radiation Protection” and DOE Order 458.1, “Radiation Protection of the Public and the Environment”. The Contractor shall submit the RPP to the CO for review and approval within 30 days of NTP. In addition, if significant changes are proposed to the RPP, the Contractor shall submit the proposed changes to the CO for review and approval at least 90 days prior to implementing the changes. Following initial approval of the RPP, the Contractor shall update the RPP on an annual basis and as otherwise needed, and submit any updates for CO approval.
9.	H.27 DOE-H-2037 NATIONAL ENVIRONMENTAL POLICY ACT (OCT 2014)	Clause remains the same, add to include Fill in.	Fill-in 1: [All activities under Section C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT]
10.	H.32	Clause H.32 DOE-H-2047 FEDERAL HOLIDAYS AND OTHER CLOSURES (OCT 2014) is hereby deleted and replaced.	H. 32 OBSERVANCE OF FEDERAL HOLIDAYS (a) The on-site Government personnel observe the following holidays: (1) New Year’s Day (2) Birthday of Martin Luther King, Jr. (3) Washington’s Birthday (4) Memorial Day (5) Independence Day (6) Labor Day (7) Columbus Day (8) Veterans Day

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			<p>(9) Thanksgiving Day (10) Christmas Day</p> <p>(b) Other Federal Holidays. In addition to the holidays specified above in paragraph (a), Federal employees may observe other holidays designated by Federal Statute, Executive Order, or Presidential Proclamation as a one-time, day-off such as Inauguration Day for the President of the United States.</p> <p>(c) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for an additional period of performance or entitlement of compensation except as set forth within the contract</p>
11.	I.85	I.85 FAR 52.227-3 PATENT INDEMNITY (APR 1984)	<p>Clause has been deleted.</p> <p><u>I.85 RESERVED</u></p>
12.	I.125	I.125 DEAR 952.223-76 CONDITIONAL PAYMENT OF FEE OR PROFIT — SAFEGUARDING RESTRICTED DATA AND OTHER CLASSIFIED INFORMATION AND PROTECTION OF WORKER SAFETY AND HEALTH (DEC 2010)	<p>Clause has been replaced with:</p> <p>I.125 DEAR 952.223-77 CONDITIONAL PAYMENT OF FEE OR PROFIT —PROTECTION OF WORKER SAFETY AND HEALTH (DEC 2010)</p>

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13.	L.20	Questions concerning this solicitation must be submitted via email at DUF6@emcbc.doe.gov . All questions must be submitted not later than 21 calendar days prior to the proposal due date. Questions submitted after that date may not allow the Government sufficient time to respond.	Questions concerning this solicitation must be submitted via email at DUF6@emcbc.doe.gov . <u>All questions must be submitted by 5:00 PM Eastern Time on October 8, 2015.</u> Questions submitted after that date may not allow the Government sufficient time to respond.
14.	L.21 (a)	(a) General: Proposals are expected to conform to solicitation provisions and be prepared in accordance with this section, and specific instructions in Sections L.26, L.27, and L.28. To aid in evaluation, the proposal must be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate) and logically assembled. Extraneous, repetitious, or wordy submissions are not desired. All pages of each part must be appropriately numbered and identified with the name of the Offeror, the date, and the solicitation number.	(a) General: Proposals are expected to conform to solicitation provisions and be prepared in accordance with this section, and specific instructions in <u>Sections L.22, L.23, and L.24.</u> To aid in evaluation, the proposal must be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate) and logically assembled. Extraneous, repetitious, or wordy submissions are not desired. All pages of each part must be appropriately numbered and identified with the name of the Offeror, the date, and the solicitation number.
15.	L.21 (f)	(f) Page Limitation: Page limitations apply to the Offeror's Volume II technical proposal. Volume II page limitations are provided below in Section L.X for each criterion. The Table of Contents, Title Pages, Glossary, Dividers/Tabs, Blank Pages, Cross Reference Matrix, Schedule, Past Performance and Relevant Experience Reference Information Forms, Key Personnel Resumes, and Letters of Commitment do not count towards the Volume II page limitations. Pages exceeding the page count limit will not be read or evaluated and will be removed. No material may be incorporated by reference as a means to circumvent the page limitation. No page limitations apply to Volume I and Volume III.	(f) Page Limitation: Page limitations apply to the Offeror's Volume II technical proposal. Volume II page limitations are provided below in <u>Section L.23.</u> The Table of Contents, Title Pages, Glossary, Dividers/Tabs, Blank Pages, Cross Reference Matrix, Schedule, Past Performance and Relevant Experience Reference Information Forms, <u>Key Personnel Resumes (including the commitment statement)</u> do not count towards the Volume II page limitations. Pages exceeding the page count limit will not be read or evaluated and will be removed. No material may be incorporated by reference as a means to circumvent the page limitation. No page limitations apply to Volume I and Volume III.

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16.	L.21 (i)	<p>(i) Page Description. All pages of each volume shall be appropriately numbered, identify the name of the Offeror, the date of proposal submission, and the solicitation number. The same identifying data shall be placed on the spine of each binder to facilitate identification and accountability when placed in a vertical position. Any time a page limitation is specified, a page is defined as a single side. All pages of the proposal shall be submitted on 8 1/2" x 11" sheets except for graphs, tables, and spreadsheets. Printing is to be double-sided. Print type used in the text portions of the proposal shall be size 12 and font type shall be Times New Roman. Graphs, tables, diagrams and spreadsheets where necessary must be font size 10 or larger. Foldouts of charts, tables, diagrams, etc. shall not exceed 11 x 17 inches and will be considered as two pages. Foldout pages shall fold entirely within the volume. Foldouts may be used in the Technical Volume for schedules and may be used in the Cost Volume for schedules, large tables, charts, graphs, diagrams and other schematics. Page margins (distance between the edge of the page and the body of the proposal) shall be 1-inch on the top, bottom, left and right sides of the page. For Volume II, those pages that exceed the limits set forth in this solicitation will not be considered in the evaluation.</p>	<p>(i) Page Description. All pages of each volume shall be appropriately numbered, identify the name of the Offeror, the date of proposal submission, and the solicitation number. The same identifying data shall be placed on the spine of each binder to facilitate identification and accountability when placed in a vertical position. Any time a page limitation is specified, a page is defined as a single side. All pages of the proposal shall be submitted on 8 1/2" x 11" sheets except for graphs, tables, and spreadsheets. Printing is to be double-sided. <u>Print type used in the text portions of the proposal shall be no smaller than size 12 and font type shall be Arial or Times New Roman. Print type used in charts, graphs, figures and tables may be smaller than size 12, but must be clearly legible. Graphs, tables and spreadsheets where necessary must be 10 point or larger Arial or Times New Roman font type. All other text must be typed using 12 point (or larger), single-spaced, and using Arial or Times New Roman font type.</u></p> <p>Foldouts of charts, tables, diagrams, etc. shall not exceed 11 x 17 inches and will be considered as two pages. Foldout pages shall fold entirely within the volume. <u>Foldouts may be used in the Technical Volume and Cost Volume</u> for schedules, large tables, charts, graphs, diagrams and other schematics. Page margins (distance between the edge of the page and the body of the proposal) shall be 1-inch on the top, bottom, left and right sides of the page. For Volume II, those pages that exceed the limits set forth in this solicitation will not be considered in the evaluation.</p>

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17.	L.21 (t)	(t) If there are any inconsistencies between the language in L.2 and this provision; L.25 shall take precedence.	(t) If there are any inconsistencies between the language in L.2 and this provision; <u>L.21</u> shall take precedence.
18.	L.22 (p)	<p>(p) Section I, Contract Clauses. The Offeror shall complete the following clauses in Section I, if applicable:</p> <ul style="list-style-type: none"> FAR 52.219-28 Post-Award Small Business Program Rerepresentation (JULY 2013) FAR 52.223-3, Hazardous Material Identification and Material Safety Data (Jan 1997) – Alternate I (JUL 1995) FAR 52.227-23, Rights to Proposal Data (Technical) (JUN 1987) FAR 52.248-1, Value Engineering (OCT 2010) DEAR 952.227-82, Rights to Proposal Data (APR 1994) 	<p>(p) Section I, Contract Clauses. The Offeror shall complete the following clauses in Section I, if applicable:</p> <ul style="list-style-type: none"> FAR 52.219-28 Post-Award Small Business Program Rerepresentation (JULY 2013) FAR 52.223-3, Hazardous Material Identification and Material Safety Data (Jan 1997) – Alternate I (JUL 1995) FAR 52.227-23, Rights to Proposal Data (Technical) (JUN 1987) FAR 52.248-1, Value Engineering (OCT 2010) DEAR 952.227-82, Rights to Proposal Data (APR 1994)
19.	L.23. 2) Criterion 2- fifth paragraph	The Offeror shall describe the approach for management of conversion products (i.e., uranium oxide and aqueous HF) and management and disposition of all wastes in conformance with requirements of Sections C.4 and C.5.	The Offeror shall describe the approach for management of conversion products (i.e., uranium oxide and aqueous HF) and management and disposition of all wastes in conformance with requirements of Sections C.4 and <u>C.6.</u>
20.	L.23 3) Criterion 3- 4 th paragraph	Failure to submit Letters of Commitment from all proposed key personnel or use the resume format identified in Attachment L-1 may result in the Offeror receiving a lower evaluation rating for this criterion or the Offeror's proposal being eliminated from further consideration for award. Failure to propose, at a minimum, a Project Manager, an ESH&Q Manager, a Portsmouth Plant Manager and a Paducah Plant Manager will result in the Offeror's proposal being eliminated from further consideration for award.	Failure to submit a signed <u>commitment statement</u> from all proposed key personnel or use the resume format identified in Attachment L-1 may result in the Offeror receiving a lower evaluation rating for this criterion or the Offeror's proposal being eliminated from further consideration for award. Failure to propose, at a minimum, a Project Manager, an ESH&Q Manager, a Portsmouth Plant Manager and a Paducah Plant Manager will result in the Offeror's proposal being eliminated from further consideration for award.

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21.	L.24 (d) DOE Provided Costs	• Pensions and Benefits-\$3M per year (total)	• Pensions and Benefits-\$3M per year <u>(\$15M total)</u>
22.	L.24 (h) (v)	(v) Project Support Costs – The cost for Project Support (C.5) associated with field work activities shall be costed to the PWS/WBS line items where the field work is actually being performed.	(v) Project Support Costs – The cost for Project Support <u>(C.6)</u> associated with field work activities shall be costed to the PWS/WBS line items where the field work is actually being performed.
23.	L. 24 (k)	Total – 353M	<u>Total - \$440M</u>
24.	Attachment L-1	(Identify employers, position titles, dates of employment, specific projects, specific duties and responsibilities, and compensation. Provide written resumes that describe relevant experience. The resumes shall describe how work experience relates to DUF6 Project issues and demonstrates the capabilities to function effectively in his/her proposed team position.)	(Identify employers, position titles, dates of employment, specific projects, specific duties and responsibilities, and compensation . Provide written resumes that describe relevant experience. The resumes shall describe how work experience relates to DUF6 Project issues and demonstrates the capabilities to function effectively in his/her proposed team position.)